

# EXHIBIT 3

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE SAN FRANCISCO 49ers DATA  
BREACH LITIGATION

Case No. 3:22-cv-05138

**DECLARATION OF  
SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION  
LLC IN CONNECTION WITH  
PRELIMINARY APPROVAL**

Judge: Hon. James Donato

I, Scott M. Fenwick, hereby declare:

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the proposed Claims Administrator in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with preliminary approval of the settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities, labor and employment, consumer and government enforcement matters. Kroll has provided class action services in over 3,000 settlements varying in size and complexity over the past 50 years.

3. Kroll is prepared to provide a full complement of notification services in connection with that certain Class Action Settlement Agreement (the “Settlement Agreement”) entered into in

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

1 connection with the above-captioned matter, including notice of the settlement, and through the use  
2 of a Settlement Website to be created in connection with this matter.

3 4. It is Kroll's understanding that it will be provided with the Class Member Information  
4 for each Settlement Class Member covered under the proposed Settlement Agreement, and the Class  
5 Member Information is to contain a combination of names, physical addresses, and any other data  
6 elements pertinent to the administration of the settlement.

7 **Notice by Mail**

8 5. Kroll will work with Proposed Settlement Class Counsel and defense counsel  
9 (collectively "Counsel") to format the Short Notice for mailing. Upon approval, Kroll will coordinate  
10 the preparation of Short Notice proofs for Counsel to review and approve.

11 6. As required under the Settlement Agreement, Kroll will send the Short Notice to the  
12 physical addresses of Settlement Class Members.

13 7. Short Notices by mail will be sent by first-class mail to all physical addresses as noted  
14 above. In preparation for the notice mailing, Kroll will send the Class Member Information through  
15 the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The  
16 NCOA process will provide updated addresses for Settlement Class Members who have submitted a  
17 change of address with the USPS in the last 48 months, and the process will also standardize the  
18 addresses for mailing. Kroll will then prepare a mail file of Settlement Class Members that are to  
19 receive the Short Notice via first-class mail.

20 8. As required under 3.2(c) of the Settlement Agreement, mailed Short Notices returned  
21 by the USPS with a forwarding address will be automatically re-mailed to the updated address  
22 provided by the USPS.

23 9. As required under 3.2(c) of the Settlement Agreement, mailed Short Notices returned  
24 by the USPS undeliverable as addressed without a forwarding address will be sent through an  
25 advanced address search process in an effort to find a more current address for the record. If an  
26 updated address is obtained through the advanced search process, Kroll will re-mail the notice to the  
27 updated address.

28 10. The notice program as outlined in the Settlement Agreement as expected to be  
implemented by Kroll contemplates robust Class Member Information that will allow for direct notice

1 to reach the vast majority of Settlement Class Members through direct mail, consistent with due  
2 process.

### 3 **Settlement Website**

4 11. Kroll will work with Counsel to create a dedicated Settlement Website. The Settlement  
5 Website URL will be mutually agreed upon by Counsel. The Settlement Website will contain a  
6 summary of the settlement, will enable online claim filing, will allow Settlement Class Members to  
7 contact the Claims Administrator with any questions or changes of address, provide notice of  
8 important dates, such as the Final Fairness Hearing, Claims Deadline, Objection Date, and Opt-Out  
9 Date, and provide Settlement Class Members who file Claim Forms online the opportunity to select  
10 an electronic payment method, including Venmo, Zelle, PayPal, e-Mastercard, ACH, or payment by  
11 check. The Settlement Website will also contain relevant case documents including the operative  
12 Amended Class Action Complaint, the Settlement Agreement, the Long Notice, Claim Form and the  
13 Preliminary Approval Order. Lastly, the Settlement Website will contain the Kroll privacy policy,  
14 including the policy for compliance with the California Consumer Privacy Act.

### 15 **Toll-Free Number**

16 12. Kroll has established a toll-free number for the settlement, which will allow Settlement  
17 Class Members to call and obtain information about the settlement through an interactive voice-  
18 response system. The toll-free number will be available twenty-four hours a day, seven days a week.  
19 The toll-free number will also provide Settlement Class Members an opportunity to leave a voice  
20 message and have their call returned by an operator.

### 21 **Administration Cost**

22 13. Based on Kroll's current understanding of the Settlement Class size and requested  
23 administration services, estimated Costs of Claims Administration of the settlement will be  
24 approximately \$78,000. The current estimate is subject to change depending on various factors, such  
25 as the actual Settlement Class size and/or any settlement administration scope changes not currently  
26 under consideration.

### 27 **Data Use Limitation**

28 14. Kroll will solely use Settlement Class Member data for notice and settlement  
administration, award calculations, and issuing settlement payments for Valid Claims.

### **Technical Controls, Data Security**

15. Kroll is an industry leader in data security. Kroll is CCPA, HIPAA, and GDPR compliant and maintains numerous industry certifications related to data security, including SOC2 and ISO 2700 certification. Kroll has technical, physical, and procedural protocols and safeguards in place to ensure the security and privacy of Settlement Class Member data. These include standards related to data retention and document destruction; fully redundant environmental systems and redundant storage; regular audits; and documented plans for both incident and crisis response, including breach protocols and physical controls. Kroll's information security program includes vulnerability management, compliance, security monitoring and security engineering supported by a team of information security professionals, including a Chief Information Security Officer and Chief Privacy Officer.

### **Business/Liability Insurance**

16. Kroll maintains standard business insurance, including professional liability insurance, cyber insurance, and crime insurance.

### **Administrative and Ethical policies**

17. Kroll has employee administrative and ethical policies that all employees are required to follow. These include, but are not limited to:

- Pre-hire background checks;
- Controls for accessing systems, data and applications, along with processes for assigning access;
- Annual Code of Ethics training and certification;
- Annual Information Security training and certification; and
- HIPAA training for all staff.

### **Crisis and Risk Management**

18. Kroll has defined and tested incident response and disaster recovery plans that it employs across the organization. Should an incident occur, Kroll will take immediate action, which will include notification to clients and claimants of the incident consistent with privacy laws and

1 regulations or as otherwise provided in any contractual agreements with its clients. Kroll also has  
2 detailed vendor on-boarding and management policies.

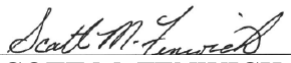
3 **Physical Access Controls**

4 19. Security keycard access is required to enter Kroll's facilities. Additionally, keycard  
5 access is required for employees to use the facility elevators and to enter Kroll's office spaces.

6 **Data Collection, Retention and Destruction**

7 20. Kroll only requires the collection of data necessary to effectively administer the  
8 settlement. If personally identifiable information ("PII") (e.g., Social Security Numbers, account  
9 information, dates of birth, etc.) are not necessary for administration, Kroll will not request such PII.  
10 Kroll does not and will not share Settlement Class Member data with third parties unless authorized  
11 or directed to do so by Counsel or the Court. Internally, access to data is limited to only those  
12 employees working on the particular matter. In addition, Kroll has standard practices for data  
13 retention and destruction. However, to the extent there are data retention and destruction  
14 requirements specific to the settlement that differ from Kroll's standard policies, Kroll will follow the  
15 settlement guidelines.

16 I declare under penalty of perjury under the laws of the United States that the above is true and  
17 correct to the best of my knowledge and that this declaration was executed on May 24, 2023, in  
18 Woodbury, Minnesota.

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21 SCOTT M. FENWICK